



BALENS

Specialist Insurance Brokers

Balens Health Professionals Scheme

Professional Liability and Malpractice Insurance Policy

Devised and arranged especially by Balens,
Specialist Insurance Brokers to Health & Wellbeing
Professionals and Organisations

Policy underwritten by Zurich Insurance plc

Contents

A warm welcome to Balens	3
Data protection statement	4
Important notes	9
Our complaints procedure	11
Making a claim	12
Claims conditions	13
Your Balens Health Professionals Scheme policy	14
General definitions	15
Sections of cover:	18
<i>Note: each cover section sets out the special definitions, cover provided, exclusions, extensions and conditions – including claims conditions – relevant to that specific section</i>	
Section A – Professional, Public and Products Liability	18
Section B – Personal Accident	39
Section C – Business Equipment ‘All Risks’	47
General exclusions	51
General conditions	53

A warm welcome to Balens

Balens have a long history of specialising in the delivery of quality support and insurance solutions to Health, Fitness, Wellbeing, Beauty and Health-Related Professionals, their businesses and professional associations.

As an ethical firm, we are committed to looking after you and your business in a friendly, listening and flexible way, now and in the years ahead.

As specialist consultants, we are proud to work with Zurich Insurance plc to provide you the latest version of our exclusive policy wording, which, in our opinion, is one of the widest available on the market and includes important features that other available cheaper insurance packages may not include. If there is anything you don't understand, please ask.

In order to maintain the low cost and high quality of the cover on this scheme, and ensure that you, your business and your estate are protected, please read and observe the terms and conditions that need to be fulfilled in order for cover to operate and a claim to be dealt with by insurers – thank you!

Data protection statement

Who controls your personal information

This notice tells you how Zurich Insurance plc ('Zurich'), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner's Office. Their address is: First Contact Team, Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you

We will collect and process the personal information that you give us by phone, email, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes: basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another's behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the 'How we use your personal information' section.

How we use your personal information

We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations, or for the establishment, exercise or defence of legal claims; (iii) for our “legitimate interests”. It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest.

Examples of the purposes for which we will collect and use your personal information are:

- to provide you with a quotation and/or contract of insurance
- to identify you when you contact us
- to deal with administration and assess claims
- to make and receive payments
- to obtain feedback on the service we provide to you
- to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes
- for fraud prevention and detection purposes.

We will use your health information and information about any convictions for the purposes of providing insurance, and this includes arranging, underwriting, advising on or administering an insurance contract between you and us.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who we share your personal information with

Where necessary, we share personal information for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers
- brokers, introducers and professional advisers
- survey and research organisations
- credit reference agencies
- healthcare professionals, social and welfare organisations
- other insurance companies
- comparison websites and similar companies that offer ways to research and apply for financial services products
- fraud prevention and detection agencies.

Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies
- central government or local councils
- law enforcement bodies, including investigators
- credit reference agencies
- other insurance companies.

We may also share the following data with the types of organisations outlined above, for the purpose of statistical analysis, research and improving services:

- anonymised data – data encrypted to make it anonymous, which protects an individual's privacy by removing personally identifiable information
- pseudonymised data – personally identifiable information replaced with a pseudonym to make the data less identifiable, such as replacing a name with a unique number
- aggregated data – similar groups of data, such as age, profession or income which are expressed as a summary for statistical analysis.

How we use your personal information for websites and email communications

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

How we transfer your personal information to other countries

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

How long we keep your personal information for

We will keep and process your personal information for as long as necessary to meet the purposes for which it was originally collected.

There are a number of factors influencing how long we will keep your personal information, and these are shown below:

- to comply with applicable laws and regulations or set out in codes issued by regulatory authorities or professional bodies
- our business processes, associated with the type of product or service that we have provided to you
- the type of data that we hold about you
- if your data relates to any ongoing, pending, threatened, imminent or likely dispute, litigation or investigation

- to enable us to respond to any questions, complaints, claims or potential claims
- if you or a regulatory authority require us to keep your data for a legitimate purpose.

Your data protection rights

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest and/or you have consented to this.

You have a number of rights under the data protection laws, namely:

- to access your data (by way of a subject access request)
- to have your data rectified if it is inaccurate or incomplete
- in certain circumstances, to have your data deleted or removed
- in certain circumstances, to restrict the processing of your data
- a right of data portability, namely to obtain and reuse your data for your own purposes across different services
- to object to direct marketing
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you
- to claim compensation for damages caused by a breach of the data protection legislation
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

You can exercise your rights by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

What happens if you fail to provide your personal information to us

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

Important notes

Fraud prevention and detection

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

Claims history

We may pass information relating to claims or potential claims to the Claims and Underwriting Exchange Register (CUE), where the data is controlled by the Motor Insurers' Bureau, and other relevant databases.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

Accessibility

Upon request Balens can provide Braille, audio or large print versions of the policy and the associated documentation. If **you** require an alternative format **you** should contact Balens through whom this policy was arranged.

Cancellation and cooling off period

a) Your right to cancel during the cooling-off period

You are entitled to cancel this policy by notifying **us** through Balens within fourteen (14) days of either:

- (i) the date **you** receive this policy; or
- (ii) the start of **your** period of insurance

whichever is the later.

A full refund of any premium paid will be made unless **you** have made a claim in which case the full annual premium is due.

b) **Your right to cancel after the cooling-off period**

You are entitled to cancel this policy after the cooling-off period by notifying **us** through Balens. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due.

c) **Our right to cancel**

We may cancel this policy by sending 30 days' notice by recorded delivery to **you** at **your** last known address and in such event **you** shall become entitled to a return of a proportionate part of the premium corresponding to the unexpired portion of the period of insurance.

Our complaints procedure

Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Telephone: 08000 234567 (free on mobile phones and landlines)

Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you.

Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.

Making a claim

In the event of any loss, damage, injury or accident resulting in, or likely to result in, a claim please give immediate notice to Balens:

- By email to claims@balens.co.uk
- By telephone: Claims Direct Dial 01684 580793; Main office: 01684 893006. Claims out of hours: 07918941497
- By post to Claims Dept, Balens Ltd, Bridge House, Portland Road, Malvern, WR14 2TA
- By Fax: 01684 891361.

We will guide you on what you need to do next. We will also require you at your own expense as promptly as possible deliver to Balens a claim with such detailed particulars and proofs as may reasonably be required.

Claims conditions

Cover-specific claims conditions and requirements are detailed in the appropriate Section of Cover in this policy. In addition, the following general claims conditions apply to the whole policy.

1. Claims notification

Upon learning of any circumstances likely to give rise to a claim **you** must:

- a) tell **us** as soon as reasonably possible and give us any assistance we may reasonably require
- b) immediately send to **us** any writ or summons issued against **you**
- c) supply at **your** own expense full details of the claim in writing including any supporting evidence and information that **we** require within 30 days (or alternative period specified at the time of notification) of the event, damage, interruption or bodily injury
- d) take action to minimise the damage and to avoid interruption or interference with the business and to prevent further injury or damage.

2. Claim settlement

We will have the right to settle a claim by:

- a) the payment of money
- b) reinstatement or replacement of the property lost or damaged
- c) repair of the property lost or damaged.

If **we** decide upon reinstatement, replacement or repair **we** will do so in a reasonable manner but not necessarily to its exact previous condition or appearance. **We** will not spend on any one item more than its sum insured.

3. Negotiation or settlement

You must not admit, deny, negotiate or settle any claim without **our** written consent.

4. Subrogation

We are entitled to:

- a) take the benefit of **your** rights against another person prior to or after **we** have paid a claim
- b) take over the defence or settlement of a claim against **you** by another person.

Your Balens Health Professionals Scheme policy

This policy is a contract between **you** and **us**.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

We will insure **you** under those parts stated in the schedule during any period of insurance for which **we** have accepted **your** premium. **Our** liability will in no case exceed the amount of any sum insured or limit of indemnity stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract

In the UK the law allows both **you** and **us** to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it will be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.

Please read this policy and any schedule, endorsement and certificate carefully and if they do not meet **your** needs return them to **us** or Balens.

General definitions

Certain words in this policy have special meanings. These words and their meanings are detailed in this section and apply wherever we have printed them in bold throughout. These definitions apply to the entire policy.

In addition, please note that certain words have special meanings that only apply to a particular section of this policy. These are stated at the beginning of the relevant section as special definitions and will apply in that section wherever the defined words are shown in bold.

Business

The **business** shall include in addition to those activities specified in the schedule:

- a) operations of a health or well-being professional practice or organisation, or agency, healthcare services, personal development services, fitness, beauty and the operation of retreats incorporating but not limited to: treatment, therapies, advice, information, medico-legal work, witness, coaching, consultancy, cosmetic procedures and maintenance, teaching, demonstrations, workshops, lectures, supervision, consultancy and carers as per the business description noted and agreed by Balens
- b) maintenance of property and premises
- c) first aid, fire and ambulance services
- d) private work carried out within the territorial limits by an **employee** for any director or senior executive of the business
- e) participation in exhibitions, lectures workshops and demonstrations within the **territorial limits**
- f) the provision and management of canteen, social, sports and welfare organisations for the benefit of **employees**.

Costs and expenses

- a) Claimants' costs and expenses which **you** become legally liable to pay
- b) costs incurred with **our** written consent in defending any claim for damages
- c) costs incurred with **our** written consent for:
 - i) representation at any coroner's inquest or fatal injury inquiry
 - ii) defending in any court of summary jurisdiction any proceeding to respect of any act or omission causing or relating to any event which may be the subject of indemnity under this policy.

Data processing system

Any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

Employee

- a) Any person under a contract of service or apprenticeship with **you**
- b) any person who is hired to or borrowed by **you**
- c) any person engaged in connection with a work experience or training scheme or students engaged in case study or pre-qualification work
- d) any labour master or person supplied by him/her
- e) any person engaged by labour only subcontractors
- f) any self-employed person working on a labour only basis under **your** control or supervision
- g) any voluntary helper while working for **you** in connection with the **business**.

Excess

The amount stated in this policy, the schedule or any endorsement for which **you** will be responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

Nuclear installation

Any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for:

- a) the production or use of atomic energy
- b) the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation
- c) the storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

Nuclear reactor

Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

Offshore

Any offshore installation or support or accommodation vessel for any offshore installation or in transit to from or between any offshore installation or support or accommodation vessel for any offshore installation.

Premises

Any place where a Health Professional or a Health-Related Business undertakes activities in the course of the **business**.

Territorial Limits

For Section A1 – Professional Liability and Section A2 – Public Liability:

- a) Anywhere within the limits of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- b)
 - i) anywhere in the world in respect of work which is not **treatment work**; and
 - ii) anywhere in the world other than the United States of America or Canada and any territory under their jurisdiction in respect of **treatment work**

carried out during temporary visits by **you** and/or any **employee** normally resident in and travelling from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

For Section A3 – Products Liability:

Anywhere in the world in respect of **products** supplied in or from Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

For Section C – Business Equipment ‘All Risks’

Great Britain, Northern Ireland, the Isle of Man or the Channel Islands, extended to anywhere in the world for a maximum of 60 days in any one period of insurance.

We, us, our

Zurich Insurance plc.

You, your

The insured stated in the schedule including but not limited to: health or well-being professional, teacher, student, clinic, school, agent, other health, fitness, beauty or well-being related business as described herein.

Section A – Professional, Public and Products Liability

Special definitions applicable to Section A – Professional, Public and Products Liability

Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Injury

Bodily injury, illness, mental injury, mental anguish, nervous shock or disease (including death).

Products

Any commodities or goods or anything (including audio, video or written materials, packaging, containers and labels) sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by **you** or on **your** behalf or any structure constructed, erected or installed or contract work executed by **you** or on **your** behalf in the course of the **business**.

Property

Material property.

Treatment work

Provision of treatments, therapies or cosmetic procedures in connection with the **business**.

Cover provided – Section A – Professional, Public and Products Liability

We shall indemnify **you** against all sums that **you** shall become legally liable to pay as damages and **costs and expenses** of claimants arising from the following circumstances:

Section A1 – Professional Liability

All claims arising out of the conduct of the **business** within the **territorial limits** and during the period of insurance for:

- a) any breach of professional duty due to a negligent act, error or omission committed or alleged to have been committed by **you** or on **your** behalf
- b) any act of libel or slander committed or uttered in good faith by **you**
- c) unintentional infringement of any intellectual property right, design right, registered design, trademark or patent committed by **you**

- d) unintentional breach of confidentiality or unintentional misuse of any information which could be deemed confidential in nature or has restrictions regarding its use by **you**.

Our liability for all compensation payable by **you** to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit of indemnity.

In addition to the limit of indemnity **we** will pay **costs and expenses**.

Specific exclusions applicable to Section A1 – Professional Liability

The indemnity granted under Section A1 shall not apply to or include:

1. Clinical trials

liability arising out of any clinical trials requiring authorisation under the Medicines for Human Use (Clinical Trials) Regulations 2004 or clinical investigation requiring approval under the Medical Devices Regulations 2002

2. Criminal or malicious acts

liability arising out of any criminal, fraudulent act or omission or malicious act

3. Directors' and Officers' liability

liability incurred by any person in his capacity as a Director or Officer of any company or other entity or as a Trustee of any Trust

4. Employment

- a) liability arising out of death, bodily injury, mental injury, sickness, disease, mental anguish or shock of any **employee**
- b) liability arising out of any obligation owed by **you** as an employer or potential employer to any business partner, director, member, **employee** or applicant for employment

5. Employers and employment liability

liability arising for breach of any duty owed by **you** as an employer to a person employed or former person employed or applicant for employment, provided that this exclusion shall not exclude any claim by a person employed who has been treated by **you** as a patient or client when such claim is brought in that capacity and when such treatment is for a matter unrelated to the person's employment. For the purpose of clarification, **you** may waive payment of **your** normal charge or any of **your** charges

6. Insolvency

liability arising out of **your** insolvency or bankruptcy. This exclusion will not apply to any claim or circumstance that would be covered under this policy but for **your** insolvency or bankruptcy

7. Maintaining insurance

liability arising out of the failure to arrange or maintain insurance

8. Prior circumstances and claims

liability arising from any circumstance, fact, matter of occurrence that:

- a) **you** knew or that in **our** reasonable opinion **you** ought to have known prior to inception of this policy which might give rise to a claim against **you**
- b) was notified by **you** under any other insurance policy prior to inception of this policy
- c) was disclosed or in **our** reasonable opinion ought to have been disclosed on **your** latest proposal to **us**

9. Trading losses

liability for any claims for any trading losses or trading liabilities

10. Warranties and guarantees

liability for any claim which arises under any express indemnity, warranty (except warranty of authority) or guarantee or similar provision save in so far as such liability would have arisen to the same extent in the absence of such express indemnity, warranty, guarantee or similar provision

11. Training

liability in respect of a training establishment or course run by **you** and offered to the public as delivering a qualification of competency, unless cover is arranged to do so and stated as such in the schedule. This exclusion does not apply in respect of Healing or Reiki.

Section A2 – Public Liability

- a) Accidental death or accidental personal **injury** to any person other than an **employee**
- b) where such death or personal injury arises out of and in the course of the employment accidental loss of or accidental damage to **property**

- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, or accidental interference with any right of air, light, water or way
- d) unlawful detention, imprisonment or arrest
- e) libel or slander, arising from business activities of **you** as defined in the policy
- f) breach of confidentiality or misuse of any information which could be deemed confidential in nature or has restriction concerning its' use

within the **territorial limits** during the period of insurance and happening in connection with **your business**.

Our liability for all compensation payable by **you** to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the limit of indemnity.

In addition to the limit of indemnity **we** will pay **costs and expenses**.

Specific exclusions applicable Section A2 – Public Liability

The indemnity granted under Section A2 shall not apply to or include:

1. Property held in trust

liability in respect of loss of or damage to **property** belonging to **you** which is leased, let or lent to or which is the subject of a bailment to **you** but this shall not apply to customers' or **employees' property**. However this exclusion shall not apply in respect of **premises** leased, let, rented, hired or lent to **you** for legal liability

2. Insurance

loss or damage to premises caused by fire or any other peril against which a tenancy or other agreement stipulates that insurance for the premises shall be effected by **you** or on **your** behalf under a specific policy for buildings

3. Remedy and defects

the cost of remedying any defect or alleged defect in land or **premises** sold or disposed of by **you** or for any reduction in the value thereof

4. Training

liability in respect of a training establishment or course run by **you** and offered to the public as delivering a qualification of competency, unless cover is arranged to do so and stated as such in the schedule. This exclusion does not apply in respect of Healing or Reiki. Other modalities may be covered subject to the schedule being endorsed.

Section A3 – Products Liability

a) Accidental **injury** to any person other than an **employee** where such injury arises out of and in the course of the **employment**

b) accidental loss of or accidental damage to **property**

occurring during the period of insurance within the **territorial limits** caused by **products**.

Our liability for all compensation payable by **you** in respect of all such **injury** and such loss of or such damage to such **property** occurring during any one period of insurance shall not exceed the limit of indemnity.

In addition to the limit of indemnity **we** will pay **costs and expenses**.

Specific exclusions applicable to Section A3 – Products Liability

The indemnity granted by Section A3 shall not apply to or include:

1. Exports to USA or Canada

in respect of injury or loss of or damage to **property** caused by or in connection with any **products** supplied which to **your** knowledge are directly or indirectly exported to the United States of America or Canada

2. Products to non-patients or clients

in respect of any **products** supplied by **you** to a person or entity who is not a patient or client where no advice or treatment has taken place and where the annual turnover in respect of such **products** supplied is above £30,000 unless otherwise stated in the schedule

3. Prohibited substances

any claim or investigation arising from the unlawful sale, supply, use or application of any prohibited substance

4. Replacing or rectifying products

replacing, reinstating, rectifying, recalling or guaranteeing the performance of any **products**

5. Excluded products

any claim or investigation arising from:

- a) Retin-A or a concentration of Glycolic and other Alpha-Hydroxy acids in excess of 50% by volume unbuffered/esterified
- b) Henna products containing Paraphenylene Diamine (PPD)
- c) Concentrations of TCA (trichloroacetic acid 7% combined with salicylic acid 2%) in excess of these respective percentages

6. Training

liability in respect of a training establishment or course run by **you** and offered to the public as delivering a qualification of competency, unless cover is arranged to do so and stated as such in the schedule. This exclusion does not apply in respect of Healing or Reiki.

Exclusions applicable to ALL of Section A – Professional, Public and Products Liability

The indemnity granted under this policy shall not apply to or include:

1. Age

any claim or investigation arising from the therapeutic treatment or advice given to persons under 16 years of age unless the parent or guardian has provided consent however this exclusion shall not apply in respect of treatment given if the person has been assessed as having Gillick competency to consent to the treatment they received

2. Hepatitis

any claim or liability arising from the infection and/or transfer of Hepatitis or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type II (HTLC III) or Lymphadenopathy Associated Virus (LAV) or the mutants, derivatives or variations thereof, or in any way related to Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome or Creutzfeldt-Jacob Disease (CJD) or any syndrome or condition of a similar kind, however it may be named

3. Liquidated or punitive damages or fines

any amount in respect of:

- a) liquidated damages, penalties or fines which attach solely because of a contract or agreement
- b) punitive or exemplary damages

4. **Pollution**

liability in respect for Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

For the purpose of this exclusion Pollution or Contamination shall be deemed to mean:

- a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all loss or damage or injury directly or indirectly caused by such pollution or contamination

5. **Sexual harassment**

any claim or investigation arising from conviction of actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment or not. This exclusion does not apply to defence costs or reasonable legal expenses following the successful defence of any such claim or investigation

6. **Students' work**

in respect of any treatment or advice given by any person who is not qualified in the Procedure being undertaken except:

- a) under the direct supervision of a qualified person; or
- b) with **our** specific agreement; or
- c) for students' case study work, or for other work prior to qualification being obtained, if deemed ready or competent to do so by their school or tutor

provided always that:

- i) students do not practice outside the scope of what they have been taught, and that regular supervision and/or ongoing case consultation and review for such case studies is in place
- ii) students are to declare to any recipient in advance that they are not qualified
- iii) students may charge a fee if appropriate, provided this is allowed by the tutor or school in question and that it is a modest amount and evidently lower than an experienced and qualified professional would normally charge

7. **Tour operators' liability**

any claim or liability arising from or in connection with:

- a) the sale or provision of travel or accommodation, holidays, package tours, excursions, retreats or business trips; or
- b) from The Package Travel, Package Holidays and Package Tours Regulations Act 1992, The Package Travel and Linked Travel Arrangements Regulations 2018 or any similar legislation or Statutory Instrument for the time being in force within the European Union

8. **Asbestos**

liability directly or indirectly caused by, contributed to, by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

9. **Contractual liability**

legal liability assumed under contract or agreement unless:

- a) the liability would have existed in the absence of such agreement; and
- b) **we** have the sole conduct and control of all claims.

Extensions – Section A – Professional, Public and Products Liability

The insurance under Section A of this policy is subject to the following extensions provided always that:

- a) these extensions are subject to the terms, limitations and conditions of the policy in so far as they can apply
- b) **our** total liability to pay compensation shall not exceed the limit of indemnity.

1. **Patient confidentiality**

This policy extends to indemnify **you** in respect of legal costs incurred where **you** have refused to release on ethical or therapeutic grounds confidential patient information, where required to do so in the form of a report or witness attendance by a court, disciplinary hearing or tribunal case.

Provided always that:

- a) **our** liability shall not exceed £20,000, any one occurrence during the period of insurance
- b) this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

2. Good Samaritan acts and first aid

This policy extends to indemnify **you**, **your** director or **employee** in respect of any first aid or emergency medical assistance rendered where **you** or they are present during an emergency situation.

3. Loss of reputation

We will indemnify **you** for costs incurred with **our** consent in respect of the appointment of public relations professionals as a result of a complaint, lawsuit or other action by a third party.

Provided always that:

- a) **our** liability shall not exceed £35,000 any one occurrence during the period of insurance
- b) this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

4. Retrospective extension

The indemnity provided by Section A – Professional, Public and Products Liability – extends subject otherwise to the terms and conditions of this policy to indemnify **you** in respect of all sums which **you** shall become legally liable to pay as compensation as defined in the Cover Provided for Sections A1, A2 and A3 that:

- a) happened prior to the commencement of the period of insurance and is first notified in writing to **you** during the period of insurance and any time thereafter; or
- b) an indemnity is not provided by a previous insurance policy.

4a. Retrospective extension replacing 4 above in respect of new joiners to the scheme post 01.04.2011

The indemnity provided by Section A – Professional, Public and Products Liability – extends subject otherwise to the terms and conditions of this policy to indemnify **you** in respect of all sums which **you** shall become legally liable to pay as compensation as defined in the Cover Provided for Sections A1, A2 and A3 that:

- a) happened prior to commencement of the Period of Insurance and is first notified in writing to **you** during the period of insurance; and
- b) an indemnity is not provided by a previous insurance policy solely by reason of the event likely to give rise to a claim being intimated to them outside the period specified for the notification of claims.

It is condition precedent to **our** liability to make any payment under this extension that in the event of a claim notification, details of previous policy cover must be provided.

5. Teaching

This policy is extended to indemnify **you** for legal liability incurred in respect of teaching, provided as an individual tutor, where **you** are not personally responsible for the delivery of a certificate of competence, or a qualification, and are not running a training establishment for the delivery of such, unless otherwise stated in the schedule. The delivery of qualifications and certificates of competence for Healing or Reiki are however automatically included.

6. Upgrade clause

Any increase in the limits of indemnity during the period of insurance as endorsed on the schedule following consideration of premium will thereafter apply retrospectively for Section A – Professional, Public and Products Liability of this policy.

This extension will not apply to any claim or incident that was likely to give rise to a claim that was known to **you** before the increase in limit of indemnity was stated in the schedule.

7. Pre disciplinary hearing and complaints costs

This policy is extended to pay costs and expenses with **our** written consent in preparing a response to allegations of unprofessional conduct or behaviour likely to give rise to a disciplinary hearing with a professional body or regulator.

Provided always that:

- a) **our** liability shall not exceed £1,500 any one occurrence during the period of insurance
- b) this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

8. Loss of documents

This policy is extended to indemnify **you** in respect of any expense incurred by **you** with **our** written consent in replacing or restoring documents whether owned by, or the responsibility of **you** in the conduct of **your business** which are discovered lost or damaged and notified to **you** during the period of insurance.

Provided always that:

- a) **our** liability shall not exceed £50,000 any one occurrence during the period of insurance
- b) this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

9. Car park liability

In respect of vehicles which are the responsibility of persons other than **you** that are held in trust by **you** or in **your** custody or control, **we** will, subject to the terms exclusions, conditions and endorsements of this policy indemnify **you** against legal liability in respect of loss of or damage to such vehicles.

Provided always that:

- a) such vehicles are not:
 - i) being stored by **you** for a fee or other consideration
 - ii) held in trust by **you** or in **your** custody or control for the purposes of work being carried out on them
- b) **our** liability shall not exceed £20,000 any one occurrence during the period of insurance
- c) this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

10. Consumer Protection Act 1987

We will indemnify **you** or at **your** request any director or **employee** of **you** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of Part 11 of the Consumer Protection Act 1987 or any regulations made thereunder committed or alleged to have been committed during the period of insurance including legal costs and expenses incurred with **our** consent in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the **business** and which relates to any event involving **injury** or loss of or damage to **property** which is or may be the subject of indemnity under this policy
- b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) **we** shall not be liable under this extension:
 - i) where **you, your** director or **employee** is insured by any other policy of insurance
 - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of **you, your** director or **employee**
 - iii) in respect of legal costs and expenses which **you, your** director or **employee** may be ordered to pay by a court of criminal jurisdiction in respect of the deliberate or intentional criminal act or omission of **you, your** director or **employee**
 - iv) in respect of fines or penalties
 - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
 - vi) unless **we** have the sole conduct and control of all claims
 - vii) unless **you, your** director or **employee** provide **us** immediate notice of any summons or other process served upon **you, your** director or **employee** and/or of any event that may give rise to proceedings against **you, your** director or **employee**.

11. Corporate Manslaughter and Corporate Homicide Act 2007

This policy extends to indemnify **you** in respect of legal costs and expenses incurred with **our** prior written consent in connection with the defence of any criminal proceedings (including any appeal against conviction arising from any such proceedings) brought in respect of a charge and/or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the **business** and which relates to any event involving **injury** which is or may be the subject of indemnity under this policy.

Provided always that:

- a) **our** liability under this extension shall not exceed £5,000,000 in any one period of insurance or the limit of indemnity stated in the schedule whichever is the lesser. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this extension shall only apply to proceedings brought in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- c) **we** must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of **you**
- d) **you** shall give to **us** immediate notice of any summons or other process served upon **you** which may give rise to proceedings under this extension
- e) in relation to any appeal, counsel has advised there are strong prospects of such appeal succeeding
- f) **we** shall be under no liability:
 - i) where **you** have committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
 - ii) in respect of fines or penalties of any kind
 - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
 - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
 - 2) the Food Safety Act 1990 or any regulations made thereunder
 - 3) the Consumer Protection Act 1987 or any regulation made thereunder
 - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this extension indemnity would have been provided by such other source or insurance

- g) where **we** have already indemnified **you** in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and/or investigation connected with corporate manslaughter or corporate homicide under another section of the policy the amount paid under that section will be taken into account in arriving at **our** liability payable under this extension.

12. Court attendance costs

In the event of any of the under mentioned persons attending court as a witness at **our** request in connection with a claim in respect of which **you** are entitled to indemnity under this policy, **we** will provide compensation to **you** at the following rates per day for each day on which attendance is required:

- a) any director or partner of **you** £500
- b) any **employee** £250

13. Cross liability

Where this policy is issued in the joint names of more than one party it will indemnify each party in the same manner as if a separate policy had been issued to each of them.

14. Defective Premises Act 1972

We will indemnify **you** against liability at law incurred by **you** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by **you**.

Provided always that **we** shall not be liable under this extension:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.

15. Health and Safety at Work etc. Act 1974

We will indemnify **you** or at **your** request any director or **employee** of **you** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 or any regulations made thereunder committed or alleged to have been committed during the period of insurance and which relates to any event arising in the course of the **business** involving **injury** which is or may be the subject of indemnity under this policy including:

- a) costs of prosecution awarded against **you** or any director or **employee** of **you**

- b) legal costs and expenses incurred with **our** consent in an appeal against conviction arising from such proceedings.

Provided always that **we** shall not be liable under this extension for the payment of fines and penalties of any kind or the cost of appeal against improvement or prohibition notices.

16. Indemnity to other persons including personal representatives

In the event of any claim in respect of which **you** would be entitled to receive indemnity under this policy being brought or made against:

- a) any director, business partner, agent or member
- b) any **employee** or volunteer
- c) any contractor, principal, public or local authority for whom **you** are or have been carrying out work but only to the extent required by the contract for the work
- d) any **employee** acting as a member of **your** first aid or medical arrangements team but excluding conventional medical practitioners in respect of liability for damages and legal costs resulting from treatment given
- e) any officer or member of **your** catering, social, sports or welfare organisations
- f) any personal representative of **you** in the event of **your** death

we will indemnify such person if **you** so request against such claim and/or any costs, charges and expenses in respect thereof.

Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were **you** observe, fulfil and be subject to the terms and conditions of this policy; and
- iii) **we** shall not be liable under this extension unless **we** have the sole conduct and control of all claims.

17. Food Safety Act – legal defence costs

We will indemnify **you** or at **your** request any director or **employee** of **you** against legal costs and expenses incurred in the defence of any criminal proceedings brought for a breach of the Food Safety Act 1990 or any regulations thereunder committed or alleged to have been committed during the period of insurance including legal costs and expenses incurred with **our** consent in an appeal against conviction arising from such proceedings.

Provided always that:

- a) the criminal proceedings relate to an offence committed in the course of the **business** and which relates to any event involving **injury** or loss of or damage to **property** which is or may be the subject of indemnity under this policy
- b) this extension shall apply only to proceedings brought in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
- c) **we** shall not be liable under this Extension:
 - i) where **you, your** director or **employee** is insured by any other policy of insurance
 - ii) where the criminal proceedings are in respect of any deliberate or intentional criminal act or omission of **you, your** director or **employee**
 - iii) in respect of legal costs and expenses which **you, your** director or **employee** may be ordered to pay by a Court of Criminal Jurisdiction in respect of the deliberate or intentional criminal act or omission of **you, your** director or **employee**
 - iv) in respect of fines or penalties
 - v) for the cost of any investigation or inquiry other than a solicitor's investigation restricted to criminal proceedings as above defined
- d) **you, your** director or **employee** shall give to **us** immediate notice of any summons or other process served upon **you, your** director or **employee** and of any event that may give rise to proceedings against **you, your** director or **employee**.

Conditions – Section A – Professional, Public and Products Liability

1. Instruments

You shall ensure that:

- a) hypodermic needles and other instruments having need to contact or penetrate tissue shall be either:

- i) used once only
- ii) sterilised to the current professionally recognised standard if iii) below has been updated
- iii) sterilised using one of the following disinfection process options:

Instrument boiler	100°C	5-10 minutes
Sub-Atmospheric steam	73°C	10 minutes
Washer disinfectant	65°C	5-10 minutes
	70-71°C	3 minutes
	80°C	1 minute
	90°C	1 second

- b) any surface which has received spillage of human or animal or body fluid or has been contacted by human or animal tissue shall be disinfected by the use of one of the following or otherwise effectively sterilised to the current recognised professional standard:

- i) Formaldehyde
- ii) 2% Glutaraldehyde
- iii) 70% Alcohol
- iv) chlorine releasing agents
- v) clear soluble phenols.

The disinfectant chosen must be effective, compatible with the items processed and if an irritant substance is used, all traces of the disinfectant must be removed before the instrument is re-used.

- c) **you** shall ensure that all clinical waste is disposed of into a Sharps container immediately after use and further disposed of by an appropriately qualified waste contractor or other approved method according to the currently recognised professional standard.

2. Record keeping

- a) **You** shall adequately record each and every treatment given to each and every client.
- b) The record is to include full details of the consultation process, the treatment, the result of the treatment and any aftercare instructions given where appropriate.
- c) The record shall be kept for at least 7 years following the last occasion on which treatment was given. In the case of treatment to minors, it is advisable that records should be kept for at least 7 years after they reach the age of majority (18).
- d) In the case of trial or demonstration sessions undertaken at shows, seminars, talks, conferences, courses and exhibitions etc. instead of a) b) or c) above, the name and brief details of the person, date of session and condition being treated should be recorded.
- e) In the case of sessions or classes undertaken in the form of yoga, pilates, fitness, exercise, meditation or mediumship instead of a), b), c) or d) above, the name and brief details of the person, date of session and any other relevant observations should be recorded.
- f) The record should include evidence of patch testing where applicable.

3. Treatment by beauty therapists, cosmetologists and hairdressers

The following condition will only apply in respect of beauty therapists, cosmetologists and hairdressers.

You shall:

- a) When working at a third party premises place a protective and impermeable sheet over the floor and furniture whilst working when using a procedure which could cause staining or other damage to such items.
- b) For all treatment where the client is required to perform aftercare, written instructions describing that care shall be given to each and every client on each and every occasion that such treatment is given.

- c) For hair, eyelash and eyebrow tinting or perming, **you** shall take a skin test at least 24 hours before applying a hair, eyelash or eyebrow tint or perming to any person for the first time in accordance with maker's instructions and the guidelines taught by the qualifying college or as subsequently recommended as current best professional practice. Evidence that the test has been done must be retained in the client record.
- d) Always carry out a tint test:
 - i) before the provision of the first treatment
 - ii) after a change in their medical history
 - iii) when **you** have changed any preparations used in tinting treatments or changed the manufacturer of their tinting preparations
 - iv) at a 12 month interval since the last treatment.

Cover shall not apply to any incident which may arise from treatment given following an allergic reaction to a skin test.

- e) Follow the recommended professional association or original training college guidelines for the treatments described hereunder:
 - i) Telangiectasia/Dilated Capillaries
 - ii) Spider Neavus.
- f) Obtain medical referral before providing treatment for hair removal from moles or treating moles in any way.
- g) Unless otherwise agreed to hold a Level 2 or above beauty therapist qualification or be a qualified doctor or nurse to use a Laser or other Light Therapy machine for the following treatments:
 - i) Hair removal
 - ii) Skin Rejuvenation, Red Veins or Acne
 - iii) Cellulite or Liposuction treatment
 - iv) Laser Tattoo Removal.

All practitioners must also hold manufacturers training and only use the equipment that is designed for this purpose and which is regularly serviced and maintained.

- h) Use specifically designed equipment and jewellery for ear piercing. The piercing instrument and jewellery inserted into the ear lobe must be sterile and comply with the Dangerous Substances and Preparation, (Nickel) (Safety) Regulations 2000.

Unless specifically agreed by **us** cover excludes piercees under the age of 16 years unless the parent is present and has given written consent to the procedure. Excludes piercing undertaken elsewhere than in an area suitable for client treatment, in conditions that comply with national standards and local bye-laws, at **your** premises.

- i) Check and record that any persons are not allergic to acrylics or plastics before applying false nails or nail extensions.
- j) Ensure that case studies or other pre-qualification work undertaken by students are approved, supervised, reviewed and directed by the college or tutor concerned.
- k) In respect of Enlighten, IPL laser and other similar light based invasive therapies not undertake treatment of clients:
 - i) with light induced epilepsy light sensitivity, porphyria, diabetes, skin tumours or skin cancer
 - ii) who may be pregnant
 - iii) taking photosensitive medication
 - iv) who are under the age of 16.

4. Qualifications

You should be suitably qualified to perform the treatment/activities noted in the schedule of insurance and provide a formal qualification in the event of a claim, if not previously supplied. For new or own developed therapies/activities, or where a formal qualification may not exist, **you** must provide evidence of competency and/or experience, which is approved by Balens, prior to inception of cover.

Claims conditions – Section A – Professional, Public and Products Liability

1. Claims procedure

You shall not, except at **your** own cost, take any steps to compromise or settle any claim or admit liability without specific instructions in writing from **us**, nor give any information or assistance to any person claiming against **you**, but **we** shall for so long as **we** shall so desire that the absolute conduct and control of all proceedings (including arbitration) in respect of any claims for which **we** may be liable under this policy and may use **your** name to enforce for the benefit of **us** any order made for costs or otherwise or to make or defend any claim for indemnity or damages against any third party or for any other purpose connected with this policy.

2. Notice of claims

You shall on the happening of any loss, damage, injury or accident, give immediate notice thereof to Balens via any of the contact methods set out in the 'Making a claim' section of this policy.

You shall at **your** own expense as promptly as possible deliver to Balens a claim with such detailed particulars and proofs (including copies of qualification certificates) as may reasonably be required.

Section B – Personal Accident

This section is only operative if stated in the schedule.

Special definitions applicable to Section B – Personal Accident

Benefit amount

The maximum amount that we will pay based on the level of cover stated in the schedule as benefits.

Bodily injury

Bodily injury that is caused by an event.

Event

A sudden, unforeseen and identifiable occurrence.

All events or series of events consequent upon or attributable to one source or original cause will be regarded as a single event for the purposes of this policy where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

Insured person

The person stated in the schedule.

Loss of limb

- a) In the case of a lower limb, loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot
- b) in the case of an upper limb, loss by permanent physical severance of the entire 4 fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

Loss of sight

Permanent and total loss of sight which will be deemed to have occurred:

- a) in both eyes when the condition is shown to our satisfaction to be permanent and without expectation of recovery and the insured person's name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and we are satisfied that the condition is permanent and without expectation of recovery.

Medical expenses

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner and all associated hospital, nursing home or ambulance charges.

Medical practitioner

A registered medical practitioner currently registered with the General Medical Council in the **United Kingdom** (or foreign equivalent) to practice medicine other than:

- a) an **insured person**
- b) a relative of an **insured person**
- c) a person under contract of service with **you**
- d) a director or trustee of **you** or member of **your** board or governing body.

Partner

The spouse, co-habiting partner or any other person recognised as the lawful partner of the **insured person**.

Permanent total disablement

Disablement caused other than by **loss of limb, loss of sight, total loss of hearing or total loss of speech** which:

- a) has lasted 12 months from the date of sustaining **bodily injury**; and
- b) will in all probability totally prevent the **insured person** from engaging in any gainful occupation of any kind for the remainder of their life.

Period of insurance

The period between and inclusive of the dates stated in the schedule commencing at 00.01 hours on the earlier date stated and expiring at midnight on the later date stated.

Total loss of hearing

Total and permanent loss of hearing.

Total loss of speech

Total and permanent loss of speech.

United Kingdom

England, Scotland, Wales and Northern Ireland.

War

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

Cover provided – Section B – Personal Accident

Death or permanent total disablement

If the **insured person** sustains **bodily injury** during the **period of insurance** that within 24 months solely and independently of any other cause results in death or permanent disablement we will pay the **insured person** the appropriate **benefit amount**.

Provided always that we will not pay any benefit amount under more than one of items 1 to 6 resulting from any one event.

Permanent partial disablement

If the **insured person** sustains permanent partial disablement during the **period of insurance**, we will pay the **insured person** the following percentages of the **benefit amount** payable under item 6:

Permanent severance or permanent total loss of use of:

- | | |
|-------------------------------------|-----|
| 1. one thumb | 30% |
| 2. forefinger | 20% |
| 3. any finger other than forefinger | 10% |
| 4. big toe | 15% |
| 5. any toe other than big toe | 5% |
| 6. shoulder or elbow | 25% |
| 7. wrist, hip, knee or ankle | 20% |
| 8. lower jaw by surgical operation | 30% |

Provided always that:

- when an **insured person** suffers more than one form of permanent partial disablement as a result of an **event** the percentages from each will be added together but we will not pay more than 100% of the **benefit amount** under item 6
- any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the **insured person's** occupation
- if a claim is payable for loss of or loss of use of a whole part of the body a claim for any component part of that part cannot also be made.

Exclusions – Section B – Personal Accident

This section does not cover:

1. **Active service**

any **bodily injury**, loss or expense arising as a result of an **insured person** engaging in active service in any of the armed forces of any nation

2. **Age limitation**

any claim by an **insured person** who has attained the age of 76 years unless **bodily injury** occurs during the **period of insurance** in which the **insured person** attains that age

3. **Drugs, drug addiction and drink driving**

any **bodily injury**, loss or expense arising from an **insured person**:

a) taking a drug or drugs:

i) other than in accordance with the manufacturer's instructions

ii) for treatment of a drug addiction

b) driving or in charge of a vehicle while their blood or urine alcohol level is above the legal limit stated in the laws of the country where the driving occurs

4. **Excluded travel to dangerous or unsettled areas**

any **bodily injury** or loss or expense resulting from **bodily injury** occurring in any country or specific areas of countries stated in the schedule

5. **Gradual causes**

any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post-traumatic stress disorder other than as a direct result of **bodily injury**

6. **Non-passenger air travel**

any **bodily injury**, loss or expense arising from an **insured person** engaging in aviation as a pilot or crew of a fixed wing or rotary propelled aircraft

7. **Suicide or self-injury**

any **bodily injury**, loss or expense arising from an **insured person** committing or attempting to commit suicide or intentionally inflicting self-injury

8. **War risks**

any **bodily injury**, loss or expense as a result of war in the country where the **insured person** resides or has the intention to reside permanently.

Extensions – Section B – Personal Accident

1. Coma benefit

In the event of the continuous unconsciousness of the **insured person** caused solely and independently by **bodily injury** sustained during the **period of insurance**, we will pay the **insured person** £25 per day of continuous unconsciousness up to a maximum of £1,000.

2. Disappearance

If an **insured person** disappears and after a suitable period of time as judged by the appropriate legal authority it is reasonable to believe that the **insured person's** death resulted from **bodily injury** during the **period of insurance**, we will pay the **insured person** the **benefit amount** under item 1.

Provided always that the **insured person's** legal representative or executor signs an agreement stating that if it later transpires that the **insured person** has not died any amount paid will be refunded to us.

3. Exposure

If an **insured person** suffers unavoidable exposure to the elements during the operative time that within 24 months solely and independently of any other cause results in death or disablement we will pay the **insured person** in accordance with the appropriate **benefit amount**.

4. Funeral expenses

If a payment is made under this policy in respect of death of an **insured person**, we will pay their legal representative or executor up to £5,000 for reasonable funeral expenses.

5. Hospitalisation benefit

If an **insured person** is admitted to hospital as an in-patient as a result of **bodily injury** sustained during the **period of insurance**, we will pay the **insured person** £25 for each day of hospitalisation up to a maximum of £1,000.

6. Medical expenses

If an **insured person** incurs **medical expenses** as a result of **bodily injury** sustained during the **period of insurance**, we will pay the **insured person** up to 20% of any **benefit amount** paid under items 1 to 6 inclusive or 30% of the **benefit amount** paid under item 7 but not exceeding £15,000.

7. Paraplegia and quadriplegia

In addition to any **benefit amount** under item 6 we will also pay the relevant **insured person** £15,000 in the event of their sustaining permanent and total paralysis of the 2 lower limbs or £25,000 in the event of their sustaining the permanent and total paralysis of all 4 limbs of their body.

8. Relatives' travel expenses

If an **insured person** sustains **bodily injury** during the **period of insurance** and requires an in-patient hospital admission within the **United Kingdom**, the Isle of Man or Channel Islands beyond a 10 mile radius of their normal place of residence and for a period in excess of 14 consecutive days we will pay the **insured person** up to £2,500 for all reasonable costs necessarily incurred for travel, sustenance and accommodation expenses for a nominated person who on the advice of a **medical practitioner** is required to travel to or remain with the **insured person** until the **insured person's** return to their normal place of residence.

9. Retraining expenses

If we make a payment for **loss of limb**, **loss of sight** or **permanent total disablement**, we will also pay up to £15,000 for reasonable expenses necessarily incurred in retraining the **insured person** for an alternative occupation.

Conditions – Section B – Personal Accident

1. Duplicate cover

If a loss is covered under more than one clause of Section B of this policy we will provide cover under the clause that provides the most cover but never under more than one clause. In no event will we make duplicate payments for the same loss.

2. Insured person under 18 years of age

In the case of an **insured person** under the age of 18 years any rights or obligations under this policy will be deemed to apply to the parent or legal guardian of such **insured person**.

3. Interest

No sum payable under Section B of this policy will carry interest.

4. Reasonable care

The **insured person** will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under Section B of this policy.

Claims conditions – Section B – Personal Accident

1. The **insured person** will as soon as possible after the occurrence of any **bodily injury** obtain and follow the advice of a qualified **medical practitioner** and we will not be liable for any consequences of the **insured person's** failure to obtain and follow such advice and use such treatments or remedies as may be prescribed.
2. The **insured person** will at their own expense furnish to **us** all evidence as **we** may from time to time reasonably require in the form prescribed by **us**.
3. **We** may ask the **insured person** to attend one or more medical examinations. If so **we** will pay:
 - a) the cost of any examinations and medical reports and records
 - b) any reasonable travelling expenses necessarily incurred by the **insured person** and one person required to accompany them to the examinations provided always that these expenses are agreed by **us** in advance.
4. **We** will reject a claim if the **insured person**:
 - a) fails to attend an examination without reasonable cause
 - b) refuses to give **us** permission to:
 - i) obtain any medical reports or records needed from any **medical practitioner** that has treated the **insured person**
 - ii) share medical reports or records with medical practitioners or other health professionals for purposes of handling the claim
 - c) does not comply with any reasonable request by **us** for handling the claim.
5. If the **insured person** has an existing physical or medical condition **we** may with the **insured person's** prior consent ask an independent medical consultant to assess whether:
 - a) that condition contributed to the **bodily injury** or expense for which they are claiming; or
 - b) the **bodily injury** the subject of the claim has made that condition worse.

In either case we will ask the independent medical consultant to assess the difference between the **insured person's** existing physical or medical condition before and after the **bodily injury** that is the subject of the claim. Any payment made by **us** will be based on this difference and will be expressed as a percentage of the **benefit amount**.

6. If the **insured person** dies **we** will have the right to ask for a full post mortem at **our** expense and **we** will deal with a claim in respect of death as follows:
- a) if the **insured person** is aged 18 years or over **we** will pay the **benefit amount** for death to the estate of the deceased **insured person**
 - b) if the **insured person** is aged under 18 years **we** will pay the **benefit amount** for death to the parent or legal guardian of such minor.

Provided always that the receipt given to us by the deceased **insured person's** personal representatives, parent or legal guardian will be a full discharge of liability by **us** in respect of the claim for such **benefit amount**.

7. **We** will deal with claims other than for death as follows:

- a) if the **insured person** is aged 18 years or over **we** will pay the benefit amount for all other claims to the **insured person**
- b) if the **insured person** is aged under 18 years **we** will pay the **benefit amount** for all other claims to the parent or legal guardian of such minor.

Provided always that the receipt of the **benefit amount** will be a full discharge of all liability by **us** in respect of the claim for such **benefit amount**.

Section C – Business Equipment ‘All Risks’

This section is only operative if stated in the schedule.

Special definitions applicable to Section C – Business Equipment ‘All Risks’

Damage or Damaged

Physical loss, destruction or damage.

Property insured

The following property used solely in connection with **your business**, belonging to **you** or for which **you** are legally responsible:

- a) therapy equipment
- b) office equipment
- c) computers and ancillary equipment
- d) electronic equipment including tablet devices
- e) photographic equipment
- f) stock.

Cover provided – Section C – Business Equipment ‘All Risks’

In the event of **damage** to the **property insured** occurring:

- a) during the period of insurance; and
- b) within the **territorial limits**; and
- c) by a cause otherwise not excluded

we will settle **your** claim in accordance with the Claims conditions.

The excess applicable to this section is stated in the schedule or endorsements.

Exclusions – Section C – Business Equipment ‘All Risks’

This section does not cover:

1. Brittle articles

breakage of china, glass, marble, earthenware or scratching or bruising of furniture, household or musical goods unless caused by accident to the vessel or conveyance in which such property is being carried

2. Changes in environment or mechanical or electrical breakdown

damage caused by or consisting of:

- a) corrosion, erosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, mould, dryness, marring, scratching, vermin or insects
- b) change in temperature, colour, flavour, texture or finish
- c) mechanical or electrical breakdown or derangement of the particular machine, apparatus or equipment in which the breakdown or derangement occurs

but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded

3. Committed or connived acts of employee dishonesty

damage caused by any act of dishonesty committed or connived by any of **your employees**

4. Customs or other authorities

confiscation, destruction or detention by Customs or other authorities

5. Depreciation, gradually operating changes and faulty or defective design or workmanship

damage caused by or consisting of:

- a) depreciation, inherent vice, latent defect, gradual deterioration, wear and tear, frost or change in water table level
- b) faulty or defective design or materials
- c) faulty or defective workmanship, operational error or omission on the part of you or on the part of any **employee**

but this will not exclude subsequent **damage** which itself results from a cause not otherwise excluded

6. Electronic risks

- a) **damage** caused by virus or similar mechanism or hacking or denial of service attack to any computer or other equipment, component, system or item which processes, stores, transmits, retrieves or receives data or any part thereof whether tangible or intangible including but without limitation any information, programs or software and whether the property is insured or not
- b) consequential loss directly or indirectly caused by or arising from virus or similar mechanism or hacking or denial of service attack

7. **Excluded property**

damage to deeds, bonds, coins, money, securities, stamp collections, plans, patterns, designs, documents of title, contracts or other documents, business books or manuscripts or computer records unless described in the specification of property insured

8. **Loss of liquid leakage**

loss of any liquid by leakage from the receptacle in which it is contained, but this will not exclude leakage resulting from breakage or **damage** to the receptacle itself

9. **Northern Ireland civil commotion**

damage or consequential loss in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of civil commotion

10. **Riot, strike or civil commotion**

damage contributed to, caused by or arising from riot, strike or civil commotion occurring outside Great Britain, the Channel Islands and the Isle of Man

11. **Terrorism**

loss, **damage**, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with terrorism.

In any action or suit or other proceedings where **we** allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon **you**.

Conditions – Section C – Business Equipment ‘All Risks’

1. **Theft from unattended road vehicle**

It is a condition precedent to **our** liability that:

- a) all doors and windows and other means of access are securely fastened and locked; and
- b) all valuable items are locked in secure compartments and hidden from view; and
- c) any security devices for protection of the vehicle are put into full and effective operation.

Claims conditions – Section C – Business Equipment ‘All Risks’

1. Claims notification

If the damage is by theft or attempted theft or by riot or civil labour or political disturbances or vandals or malicious people, then:

- a) as soon as is reasonably possible tell the police
- b) supply at **your** own expense full details of the claim in writing including any supporting evidence and information that **we** require within seven days.

2. Salvage

We have the right to the salvage of any insured property.

General exclusions

This policy does not cover:

1. Loss of data

- a) loss, destruction or damage
- b) consequential loss, additional expenditure or extra expenses
- c) legal liability
- d) other fees, costs, disbursements, awards or other expenses of whatsoever nature

directly or indirectly caused by or contributed to by or consisting of or arising in whole or in part from:

- i) the way in which any **data processing system** responds to or deals with or fails to respond to or fails to deal with any true calendar date
- ii) any **data processing system** responding to or dealing in any way with:
 - 1) any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - 2) any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such **data processing system** is **your** property or not

2. Nuclear

death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any **nuclear installation, nuclear reactor** or other nuclear assembly or nuclear component thereof
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

- d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

3. Overseas companies

any associated or subsidiary company of **you** or branch office or representative of **you** with Power of Attorney domiciled elsewhere than in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man

4. War

any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

5. Exposure to ultraviolet radiation

any claim or liability arising out of or in connection with the exposure to Ultraviolet Radiation.

For the purposes of this exclusion Ultraviolet Radiation shall mean the ultraviolet region (wavelength 10 nanometres to 400 nanometres) on the electromagnetic spectrum.

General conditions

The following conditions apply to the whole policy. Other special conditions that may be applicable to a section of cover will be set out in the section of cover.

1. Arbitration

If **we** admit liability for a claim but there is a dispute as to the amount to be paid the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law at the time. **You** may not take any legal action against **us** over the dispute before the arbitrator has reached a decision.

2. Change in circumstances

You must notify **us** as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by **you** to **us** or stated as material facts by **us** to **you** which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change **we** will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to **us** then **we** are under no obligation to agree to make them and may no longer be able to provide **you** with cover.

If **you** do not notify **us** of any such change **we** may exercise one or more of the options described in clauses c) i), ii) and iii) of general condition 4 – Fair Presentation of the Risk but only with effect from the date of the change in circumstances or material facts.

3. Discharge of liability

We may at any time pay to **you** in connection with any claim or series of claims the amount of the limit of indemnity (after deduction of sums already paid as compensation in respect of such claim or claims or other relevant claims) or any lesser amount for which such claim or claims can be settled and upon such payment being made, **we** relinquish the conduct and control of and be under no further liability in connection with such claim or claims other than the payment of **costs and expenses** incurred prior to the time of such payment.

4. Fair presentation of the risk

- a) At inception and renewal of this policy and also whenever changes are made to it at **your** request **you** must:
 - i) disclose to **us** all material facts in a clear and accessible manner; and
 - ii) not misrepresent any material facts.

- b) If **you** do not comply with clause a) of this condition **we** may:
- i) avoid this policy which means that **we** will treat it as if it had never existed and refuse all claims where any non-disclosure or misrepresentation by **you** is proven by **us** to be deliberate or reckless in which case **we** will not return the premium paid by **you**; and
 - ii) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred.
- c) If **you** do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless this policy may be affected in one or more of the following ways depending on what **we** would have done if **we** had known about the facts which **you** failed to disclose or misrepresented:
- i) if **we** would not have provided **you** with any cover **we** will have the option to:
 - 1) avoid the policy which means that **we** will treat it as if it had never existed and repay the premium paid; and
 - 2) recover from **you** any amount **we** have already paid for any claims including costs or expenses **we** have incurred
 - ii) if **we** would have applied different terms to the cover **we** will have the option to treat this policy as if those different terms apply. **We** may recover any payments made by **us** on claims which have already been paid to the extent that such claims would not have been payable had such additional terms been applied
 - iii) if **we** would have charged **you** a higher premium for providing the cover **we** will charge **you** the additional premium which **you** must pay in full.
- d) Where this policy provides cover for any person other than **you** and that person would if they had taken out such cover in their own name have done so for purposes wholly or mainly unconnected with their trade, business or profession **we** will not invoke the remedies which might otherwise have been available to **us** under this condition if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular insured person other than **you**.

Provided always that if the person concerned or **you** acting on their behalf makes a careless misrepresentation of fact **we** may invoke the remedies available to **us** under this condition as against that particular person as if a separate insurance contract had been issued to them leaving the remainder of the policy unaffected.

5. Fraudulent claims

If **you** or anyone acting on **your** behalf:

- a) makes a fraudulent or exaggerated claim under this policy; or
- b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or
- c) makes a false statement in support of a claim whether or not the claim is itself genuine; or
- d) submits a claim under this policy for loss or damage which **you** or anyone acting on **your** behalf or in connivance with **you** deliberately caused; or
- e) realises after submitting what **you** reasonably believed was a genuine claim under this policy and then fails to tell **us** that **you** has not suffered any loss or damage; or
- f) suppresses information which **you** know would otherwise enable us to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If **we** terminate this policy under this condition **you** will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured person and not on behalf of **you** this condition should be read as if it applies only to that insured person's claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

6. Observance of policy terms

The due observance of the terms, provisions, conditions and endorsements of this policy by **you** in so far as they relate to anything to be done are complied with by **you** shall be a condition precedent to any liability of **us** to make any payment under this policy.

7. Other insurances

If at any time any claim arises under this policy there be any other insurance covering the same liability **we** shall not be liable to pay or contribute more than its rateable proportion of any such claim and costs and expenses in connection therewith.

8. Reversion of cover

In the event that Balens Limited ceases at **your** request to be **your** nominated broker, then **we** shall have a right to cancel this policy by giving 14 days' notice in writing by special delivery mail to **your** last known address and to offer **you** a standard Zurich Insurance plc Public and Products Liability policy wording as replacement cover a specimen of which is available upon request).

9. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any **business** or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

10. Third party rights

No third party will be able to enforce any rights under this policy.

Underwritten by Zurich Insurance plc

A public limited company incorporated in Ireland.

Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance plc is authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

© Copyright – Zurich Insurance plc 2020. All rights reserved. Reproduction, adaptation, or translation without prior written permission is prohibited except as allowed under copyright laws.



BALENS

Specialist Insurance Brokers

Balens Ltd

Specialist Insurance Brokers

Bridge House, Portland Road, Malvern, Worcestershire, WR14 2TA
Tel: 01684 893 006 Fax: 01684 891 361 E-mail: info@balens.co.uk Web: www.balens.co.uk

Balens Ltd is Authorised and Regulated by the Financial Conduct Authority